

EXHIBIT E

INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE BACK AGREEMENT

This Intellectual Property Assignment and License Back Agreement (“Agreement”), dated December 2, 2015 (the “Effective Date”), is by and between Kaapro and Cole Ventures, LLC, an Arizona limited liability company (the “Company”) and Trolley Pub of North Carolina, LLC, a North Carolina limited liability company (“Assignor”). The Company and the Assignor may each be referred to from time to time in this Agreement individually as a “Party” or collectively as the “Parties”.

BACKGROUND

- A. The Company was organized for the purpose of managing businesses that operate pedal-powered trolley tours in several locations throughout the United States (the “Company Business”).
- B. The Assignor was organized for the purpose of operating pedal-powered trolley tours in Raleigh, North Carolina (the “Assignor Business”).
- C. The Company is a Member of the Assignor.
- D. Pursuant to Section 5.2 of the Assignor’s Operating Agreement dated February 29, 2012 (the “Operating Agreement”), the Company contributed the intellectual property, trade secrets, business plans and commitments listed in Schedule B attached to the Operating Agreement (the “Intellectual Property Rights”) to the Assignor in exchange for 650,000 Class A Membership Units (as that term is defined in the Operating Agreement) of the Assignor (the “Units”). A true copy of Schedule B of the Operating Agreement is attached hereto as exhibit A.
- E. The Assignor and the Company believe it is in their mutual best interests to restructure the ownership of the Company’s and the Assignor’s intellectual property rights in order to foster the growth of the Company Business and the Assignor Business.
- F. The Parties acknowledge that the Assignor will derive a significant economic benefit from the assignment and license back contemplated by Sections 1 and 2 of this Agreement (the “Assignment”): the Assignment will greatly increase the national visibility and goodwill of the Assignor Business by expanding the

markets in which the “Trolley Pub” brand, a component of the Intellectual Property Rights, is used in commerce.

AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment of Intellectual Property Rights. Assignor hereby assigns to the Company all Intellectual Property Rights pursuant to the Assignment and Bill of Sale attached hereto as Exhibit B.
2. License of Intellectual Property Rights. Company hereby grants back to Assignor a perpetual, ongoing, royalty-free, irrevocable, non-assignable, and non-sublicensable license to use the Intellectual Property Rights in connection with the Assignor Business (the “License”). The License is exclusive in North Carolina, South Carolina, and Georgia (the “Exclusive States”), and non-exclusive outside of the Exclusive States.
3. Amendment and Restatement of Operating Agreement. The Parties agree to amend and restate the Operating Agreement within thirty (30) days from the execution of this Agreement to reflect the change in ownership of the Intellectual Property Rights.
4. Representations of Assignor. Assignor represents that, except as provided in this Agreement, no person or organization is authorized, permitted, or licensed by Assignor to use the Intellectual Property Rights in conjunction with the Company Business. Assignor agrees that it will not, either directly, or indirectly through any other person or organization, use the Intellectual Property Rights except as permitted by this Agreement.
5. Miscellaneous.
 - a. *Successors and Assigns.* The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties.
 - b. *Governing Law.* This Agreement shall be governed by and construed under the internal laws of the State of Arizona, without reference to principles of conflict of laws or choice of laws.

- c. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- d. *Headings.* The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs and exhibits shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits attached hereto, all of which exhibits are incorporated herein by this reference.
- e. *Notices.* Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery to the Party to be notified, by electronic transmission or facsimile and/or upon deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the Party to be notified at the address indicated for the Assignor on the signature page or, in the case of the Company, at:

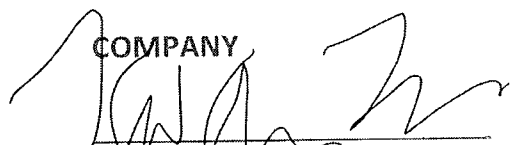
Kaapro and Cole Ventures, LLC
c/o: Kai Kaapro
Email: kai@trolley.pub.com
323 W. Davie St.
Raleigh, NC 27601
Phone Number: (520) 241-9053

- f. *Attorneys' Fees.* If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement or Operating Agreement the prevailing Party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.
- g. *Amendments and Waivers.* Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Assignor.

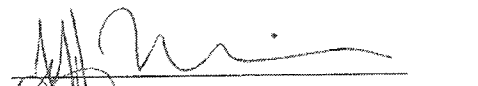
- h. *Severability.* If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.
- i. *Entire Agreement.* This Agreement, together with all exhibits hereto, constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings duties or obligations between the Parties with respect to the subject matter hereof.
- j. *Further Assurances.* From and after the date of this Agreement, upon the request of Assignor or the Company, the Company and the Assignor shall execute and deliver such instruments, documents or other writings as may be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Agreement.
- k. *Delays or Omissions.* No delay or omission to exercise any right, power or remedy accruing to Assignor, upon any breach or default of the Company under this Agreement, shall impair any such right, power or remedy of Assignor nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any holder of any breach or default under this Agreement, or any waiver on the part of Assignor of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to Assignor, shall be cumulative and not alternative.
- l. *Expenses.* Each party will pay its own costs and expenses in connection with the transactions contemplated hereby.

[remainder of page intentionally left blank]
[signature page to Assignment and License Back Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
as of the date first above written.

COMPANY


Kaapro and Cole Ventures, LLC
By: Kai Kaapro
Its:

ASSIGNOR


Trolley Pub of North Carolina, LLC
By: Jeff Morrison
Its: 12/2/15
Address: _____
4734 Alhwa St.
Raleigh NC 27606

EXHIBIT A

SCHEDULE B OF THE OPERATING AGREEMENT

EXHIBIT B

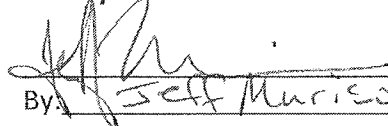
FORM OF ASSIGNMENT AND BILL OF SALE

For good and valuable consideration, the receipt of which is hereby acknowledged, Trolley Pub of North Carolina, LLC, a North Carolina limited liability company ("**Transferor**"), hereby transfers, assigns, and conveys all of its right, title, and interest in and to the intellectual property rights listed on Schedule B of the Operating Agreement by and between Kaapro and Cole Ventures, LLC, an Arizona limited liability company (the "**Transferee**") and the Transferor dated February 29, 2012 (the "**Property**"), to the Transferee, including any and all related warranties and rights to sue.

Transferor warrants to Transferee that, as of the effective date of this Assignment and Bill of Sale, Transferor has good title to the Property and the right to sell it. Finally, Transferor warrants that the Property is free and clear of all liens, leases, claims, security interests, and encumbrances, and Transferor will defend its title against any and all claims.

Dated and effective as of December 2, 2015

Trolley Pub of North Carolina, LLC


By: Jeff Morrison
Its: _____